

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA
PITTSBURGH DIVISION**

KEVIN M. CLAY and)
CRYSANNE CLAY)
Plaintiff,)
v.) Civil Action No.: 2:10-CV-00986-ARH
BANK OF AMERICA, NA, EQUIFAX)
INFORMATION SERVICES, LLC,)
EXPERIAN INFORMATION)
SOLUTIONS, INC., and TRANS UNION,)
LLC.

Defendants.

**ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANT EXPERIAN
INFORMATION SOLUTIONS, INC. TO PLAINTIFF'S COMPLAINT**

NOW COMES Defendant Experian Information Solutions, Inc. ("Experian"), by its undersigned counsel, and in answer to Plaintiff's Complaint, states as follows:

I. RESPONSE TO PRELIMINARY STATEMENT

1. In response to paragraph 1 of the Complaint, Experian admits that Plaintiffs have described their claims as seeking actual, statutory, and punitive damages, costs and attorney's fees pursuant to the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.* Experian states that this is a legal conclusion which is not subject to denial or admission.

II. RESPONSE TO JURISDICTION & VENUE

2. In response to paragraph 2 of the Complaint, Experian admits that Plaintiffs have alleged jurisdiction based on 15 U.S.C. § 1681p and 28 U.S.C. § 1367. Experian also admits that Plaintiffs have alleged that venue is proper. Experian states that these are legal conclusions which are not subject to denial or admission.

III. RESPONSE TO PARTIES

3. In response to paragraph 3 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 3 of the Complaint.

4. In response to paragraph 4 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 4 of the Complaint.

5. In response to paragraph 5 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 5 of the Complaint.

6. In response to paragraph 6 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 6 of the Complaint.

7. In response to paragraph 7 of the Complaint, Experian admits that it is an Ohio Corporation, with its principal place of business in Costa Mesa, California. Experian states that the remaining allegations contained in paragraph 7 are legal conclusions for which no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 7 of the Complaint

8. In response to paragraph 8 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent a response is required, Experian admits that it is a “person” and “consumer reporting agency” as those terms are defined, respectively, by 15 U.S.C. § 1681a(b) and § 1681a(f). Experian also admits that, as a consumer reporting agency as defined by 15 U.S.C. § 1681a(f), Experian issues

consumer reports as defined by 15 U.S.C. § 1681a(d). Except as specifically admitted, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 8 of the Complaint and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

9. In response to paragraph 9 of the Complaint, Experian admits that it is a consumer reporting agency as defined by 15 U.S.C. § 1681a(f) and, as such, issues consumer reports as defined by 15 U.S.C. § 1681a(d). Except as specifically admitted, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 9 of the Complaint and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

10. In response to paragraph 10 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 10 of the Complaint.

11. In response to paragraph 11 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 11 of the Complaint.

12. In response to paragraph 12 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 12 of the Complaint.

IV. RESPONSE TO FACTUAL ALLEGATIONS

13. In response to paragraph 13 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 13 of the Complaint.

14. In response to paragraph 14 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 14 of the Complaint.

15. In response to paragraph 15 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 15 of the Complaint that relates to Experian. As to the allegations in paragraph 15 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 15 of the Complaint.

16. In response to paragraph 16 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 16 of the Complaint.

17. In response to paragraph 17 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 17 of the Complaint.

18. In response to paragraph 18 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 18 of the Complaint that relates to Experian. As to the allegations in paragraph 18 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 18 of the Complaint.

19. In response to paragraph 19 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 19 of the Complaint.

20. In response to paragraph 20 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 20 of the Complaint.

21. In response to paragraph 21 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 21 of the Complaint.

22. In response to paragraph 22 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 22 of the Complaint.

23. In response to paragraph 23 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 23 of the Complaint.

24. In response to paragraph 24 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 24 of the Complaint.

25. In response to paragraph 25 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 25 of the Complaint that relates to Experian. As to the allegations in paragraph 25 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a

belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 25 of the Complaint.

26. In response to paragraph 26 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 26 of the Complaint that relates to Experian. As to the allegations in paragraph 26 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 26 of the Complaint.

27. In response to paragraph 27 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 27 of the Complaint that relates to Experian. As to the allegations in paragraph 27 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 27 of the Complaint.

28. In response to paragraph 28 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 28 of the Complaint that relates to Experian. As to the

allegations in paragraph 28 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 28 of the Complaint.

29. In response to paragraph 29 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 29 of the Complaint that relates to Experian. As to the allegations in paragraph 29 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 29 of the Complaint.

30. In response to paragraph 30 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 30 of the Complaint that relates to Experian. As to the allegations in paragraph 30 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 30 of the Complaint.

RESPONSE TO CLAIMS

COUNT ONE – VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681s-2(b)(1)(A) (Bank of America)

31. In response to paragraph 31 of the Complaint, Experian repeats, reiterates, and re-alleges each and every answer to the allegations in paragraphs 1-30, inclusive, of the Complaint, with the same force and effect as if set forth at length herein.

32. In response to paragraph 32 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 32 of the Complaint.

33. In response to paragraph 33 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 33 of the Complaint.

34. In response to paragraph 34 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 34 of the Complaint.

35. In response to paragraph 35 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information

sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 35 of the Complaint.

COUNT TWO – VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681s-2(b)(1)(B) (Bank of America)

36. In response to paragraph 36 of the Complaint, Experian repeats, reiterates, and re-alleges each and every answer to the allegations in paragraphs 1-35, inclusive, of the Complaint, with the same force and effect as if set forth at length herein.

37. In response to paragraph 37 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 37 of the Complaint.

38. In response to paragraph 38 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 38 of the Complaint.

39. In response to paragraph 39 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 39 of the Complaint.

40. In response to paragraph 40 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response

is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 40 of the Complaint.

COUNT THREE – VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681s-2(b)(1)(C) and (D) (Bank of America)

41. In response to paragraph 41 of the Complaint, Experian repeats, reiterates, and re-alleges each and every answer to the allegations in paragraphs 1-40, inclusive, of the Complaint, with the same force and effect as if set forth at length herein.

42. In response to paragraph 42 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 42 of the Complaint.

43. In response to paragraph 43 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 43 of the Complaint.

44. In response to paragraph 44 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 44 of the Complaint.

45. In response to paragraph 45 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 45 of the Complaint.

COUNT FOUR – VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681e(b) (Equifax, Experian, and Trans Union)

46. In response to paragraph 46 of the Complaint, Experian repeats, reiterates, and re-alleges each and every answer to the allegations in paragraphs 1-45, inclusive, of the Complaint, with the same force and effect as if set forth at length herein.

47. In response to paragraph 47 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 47 of the Complaint that relates to Experian. As to the allegations in paragraph 47 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 47 of the Complaint.

48. In response to paragraph 48 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 48 of the Complaint that relates to Experian. As to the allegations

in paragraph 48 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 48 of the Complaint.

49. In response to paragraph 49 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 49 of the Complaint that relates to Experian. As to the allegations in paragraph 49 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 49 of the Complaint.

50. In response to paragraph 50 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 50 of the Complaint that relates to Experian. As to the allegations in paragraph 50 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 50 of the Complaint.

COUNT FIVE – VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681i(a)(1) (Equifax, Experian, and Trans Union)

51. In response to paragraph 51 of the Complaint, Experian repeats, reiterates, and re-alleges each and every answer to the allegations in paragraphs 1-50, inclusive, of the Complaint, with the same force and effect as if set forth at length herein.

52. In response to paragraph 52 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 52 of the Complaint that relates to Experian. As to the allegations in paragraph 52 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 52 of the Complaint.

53. In response to paragraph 53 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 53 of the Complaint that relates to Experian. As to the allegations in paragraph 53 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 53 of the Complaint.

54. In response to paragraph 54 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 54 of the Complaint that relates to Experian. As to the allegations in paragraph 54 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 54 of the Complaint.

55. In response to paragraph 55 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 55 of the Complaint that relates to Experian. As to the allegations in paragraph 55 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 55 of the Complaint.

COUNT SIX – VIOLATION OF FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681i(a)(2) (Equifax, Experian, and Trans Union)

56. In response to paragraph 56 of the Complaint, Experian repeats, reiterates, and re-alleges each and every answer to the allegations in paragraphs 1-55, inclusive, of the Complaint, with the same force and effect as if set forth at length herein.

57. In response to paragraph 57 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 57 of the Complaint that relates to Experian. As to the allegations in paragraph 57 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 57 of the Complaint.

58. In response to paragraph 58 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 58 of the Complaint that relates to Experian. As to the allegations in paragraph 58 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 58 of the Complaint.

59. In response to paragraph 59 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 59 of the Complaint that relates to Experian. As to the allegations

in paragraph 59 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 59 of the Complaint.

60. In response to paragraph 60 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 60 of the Complaint that relates to Experian. As to the allegations in paragraph 60 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 60 of the Complaint.

COUNT SEVEN – VIOLATION OF FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681i(a)(4) (Equifax, Experian, and Trans Union)

61. In response to paragraph 61 of the Complaint, Experian repeats, reiterates, and re-alleges each and every answer to the allegations in paragraphs 1-60, inclusive, of the Complaint, with the same force and effect as if set forth at length herein.

62. In response to paragraph 62 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 62 of the Complaint that relates to Experian. As to the allegations in paragraph 62 of the Complaint that relate to other parties to this action, Experian is also

without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 62 of the Complaint.

63. In response to paragraph 63 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 63 of the Complaint that relates to Experian. As to the allegations in paragraph 63 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 63 of the Complaint.

64. In response to paragraph 64 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 64 of the Complaint that relates to Experian. As to the allegations in paragraph 64 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 64 of the Complaint.

65. In response to paragraph 65 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a

response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 65 of the Complaint that relates to Experian. As to the allegations in paragraph 65 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 65 of the Complaint.

COUNT EIGHT – VIOLATION OF FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681i(a)(5)(A) (Equifax, Experian, and Trans Union)

66. In response to paragraph 66 of the Complaint, Experian repeats, reiterates, and re-alleges each and every answer to the allegations in paragraphs 1-65, inclusive, of the Complaint, with the same force and effect as if set forth at length herein.

67. In response to paragraph 67 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 67 of the Complaint that relates to Experian. As to the allegations in paragraph 67 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 67 of the Complaint.

68. In response to paragraph 68 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as

to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 68 of the Complaint that relates to Experian. As to the allegations in paragraph 68 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 68 of the Complaint.

69. In response to paragraph 69 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 69 of the Complaint that relates to Experian. As to the allegations in paragraph 69 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 69 of the Complaint.

70. In response to paragraph 70 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 70 of the Complaint that relates to Experian. As to the allegations in paragraph 70 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations

and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 70 of the Complaint.

COUNT NINE – VIOLATION OF FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681i(a)(5)(C) (Equifax, Experian, and Trans Union)

71. In response to paragraph 71 of the Complaint, Experian repeats, reiterates, and alleges each and every answer to the allegations in paragraphs 1-70, inclusive, of the Complaint, with the same force and effect as if set forth at length herein.

72. In response to paragraph 72 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 72 of the Complaint that relates to Experian. As to the allegations in paragraph 72 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 72 of the Complaint.

73. In response to paragraph 73 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 73 of the Complaint that relates to Experian. As to the allegations in paragraph 73 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations

and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 73 of the Complaint.

74. In response to paragraph 74 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 74 of the Complaint that relates to Experian. As to the allegations in paragraph 74 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 74 of the Complaint.

75. In response to paragraph 75 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 75 of the Complaint that relates to Experian. As to the allegations in paragraph 75 of the Complaint that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation of paragraph 75 of the Complaint.

PRAYER FOR RELIEF

Experian denies the allegations contained in the unnumbered paragraph following paragraph 75 of the Complaint beginning with “WHEREFORE” and specifically denies that Plaintiffs are entitled to judgment against, or any relief whatsoever from, Experian in this action.

JURY TRIAL DEMAND

Experian admits that Plaintiffs demand trial by jury on all issues so triable.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE
(Failure to State a Claim)

The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiffs to the relief sought, or to any other relief whatsoever from Experian.

SECOND AFFIRMATIVE DEFENSE
(Qualified Immunity)

All of Plaintiffs' claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

THIRD AFFIRMATIVE DEFENSE
(Truth/Accuracy of Information)

All of Plaintiffs' claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiffs was true.

FOURTH AFFIRMATIVE DEFENSE
(Indemnification)

Any purported damages allegedly suffered by Plaintiffs are the results of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

FIFTH AFFIRMATIVE DEFENSE
(Failure to Mitigate Damages)

Plaintiffs have failed to mitigate their damages.

SIXTH AFFIRMATIVE DEFENSE
(Contributory/Comparative Fault)

Any alleged damages sustained by Plaintiffs were, at least in part, caused by the actions of Plaintiffs and resulted from Plaintiffs' own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

SEVENTH AFFIRMATIVE DEFENSE
(Estoppe)

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the Plaintiffs' conduct. Therefore, Plaintiffs are estopped and barred from recovery of any damages.

EIGHTH AFFIRMATIVE DEFENSE
(Unclean Hands)

The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

NINTH AFFIRMATIVE DEFENSE
(Failure to Join Indispensable Parties)

Plaintiffs have failed to join all necessary and/or indispensable parties to this suit.

TENTH AFFIRMATIVE DEFENSE
(Right to Assert Additional Defenses)

Experian reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

ELEVENTH AFFIRMATIVE DEFENSE
(Improper Venue)

The Western District of Pennsylvania is an improper venue for all of Plaintiffs' claims.

TWELFTH AFFIRMATIVE DEFENSE
(Statute of Limitations)

All claims for relief in the Complaint herein are barred by the applicable statutes of limitation, including but not limited to 15 U.S.C. § 1681p.

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- (1) That Plaintiffs take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
- (2) For costs of suit and attorneys' fees herein incurred; and
- (3) For such other and further relief as the Court may deem just and proper.

Dated: August 24, 2010

Respectfully submitted,

/s/ Jennifer G. Betts
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Counsel for Defendant
EXPERIAN INFORMATION SOLUTIONS, INC.

CERTIFICATE OF SERVICE

I hereby certify that on August 24, 2010, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on the following counsel of record identified via transmission of Notices of Electronic Filing generated by CM/ECF:

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